

# EXHIBIT A

2/25/2015

Angie's List Membership Agreement: AngiesList.com agreement

**ANGIE'S LIST MEMBERSHIP AGREEMENT****Last updated on May 9, 2014**

Angie's List, Inc. ("Angie's List") provides reviews and ratings on a variety of service contractors and healthcare providers (collectively, "Service Providers") to allow you, the user ("You"), the opportunity to read about the experiences other users have had with these Service Providers and to provide Your own reviews and ratings on the Service Providers You use. Angie's List also operates certain products including, without limitation, Angie's SnapFix, the Angie's Big Deal, the Angie's List Storefront, Concierge services, Band of Neighbors, AngieCash, and Angie's List Buy It Here, whereby Angie's List facilitates the offer, sale and marketing of certain promotions, discounts, coupons, vouchers, or deals. All products and services described in this Section, as well as any other products and services offered by Angie's List at any time shall be defined herein as "Service" or "Services." In order to use the Service, You must read and accept all of the terms and conditions in, and linked to, this Membership Agreement (this "Agreement"). This Agreement may be modified by Angie's List from time to time at our sole discretion, and You will receive notice if modifications to the Agreement are made. We strongly recommend that, as You read this Agreement, You also access and read the linked information. By accepting this Agreement, You also agree that Your use of some Angie's List-branded websites or other websites we operate may be governed by separate terms and conditions, agreements and privacy policies. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

**1. ANGIE'S LIST SERVICE**

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Angie's List provides reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences other users have had with these Service Providers and also provides You with the opportunity to provide Your own reviews and ratings on the Service Providers You use.

Angie's List has offered three types of subscriptions in the past: Angie's List Home, Angie's List Health and Angie's List Classic Car. Angie's List will continue to offer these subscriptions to grandfathered members who are renewing and: (1) affirmatively choose to keep their existing subscription; or (2) who do not take action to select a new plan (as defined below).

Members joining and renewing in certain markets on or after January 1, 2014, will be able to select one of the following plans ("Plans"):

(1) Basic Plan (monthly or annual)

- Angie's List Home in one market;
- Online customer care; and
- Your market's print magazine, where available.

(2) Plus Plan (annual only)

- Angie's List Home, Angie's List Health, and Angie's List Classic Car in all available markets nationwide;
- Online and call center customer care;
- Print magazine in the market You identify as Your primary address, where available; and
- Redeemable Benefit: An annual rebate for an e-commerce purchase (to be used toward a Big Deal, Storefront Offer, SnapFix purchase, or other qualifying transaction) or AngieCash, in an amount determined by Angie's List.

(3) Premium Plan (annual only)

- Angie's List Home, Angie's List Health, and Angie's List Classic Car subscriptions in all available markets nationwide;
- Print and digital magazine in the market You identify as Your primary address, where available;
- Access to Angie's List's Complaint Resolution Process;
- Online and priority call center customer care; and
- Redeemable Benefit: An annual rebate for an e-commerce purchase (to be used toward a Big Deal, Storefront Offer, SnapFix purchase, or other qualifying transaction) or AngieCash, in an amount determined by Angie's List.

### **MEMBERSHIP BENEFITS**

The benefits of Basic, Plus, and Premium Plans are available only while Your subscription is active and Your Angie's List account is in good standing. The Redeemable Benefits of Plus and Premium Plans are redeemable only one time annually per household. For the sake of clarity, if You cancel, then renew, Your

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Plan within a one-year period, such Plus and Premium Redeemable Benefits will not be redeemable until the following one-year period. Additionally, if You cancel Your subscription before redeeming the Redeemable Benefits, those benefits will expire and no longer be available to You.

Rebates must be redeemed in one transaction. Rebates may not be split among separate transactions and may not be redeemed for cash. Rebates will expire at the end of Your annual subscription and cannot be rolled into the following year, even if Your subscription is renewed.

If You have an existing subscription that is not a Basic, Plus, or Premium Plan and choose to renew that subscription (or do not actively select a Basic, Plus, or Premium Plan), Your subscription will maintain the same services that are currently provided.

Angie's List reserves the right to modify the Plans at any time and in its sole discretion. The details of your selected Plan, including the price and the various benefits offered therein, might be different than those details applicable to another new or existing member who purchased the same Plan in the same market. You may check Your account online or call an Angie's List call center representative if You have any questions.

## **2. REGISTRATION INFORMATION**

As a condition of Your use of the Service, You agree to: (a) provide Angie's List with true, accurate, current and complete information as prompted by the Angie's List's registration forms, when registering for or using the Service; and (b) update and maintain the truthfulness, accuracy and completeness of such information.

## **3. MINIMUM AGE**

You must be 18 years of age or older to use or register for Services.

## **4. USE VOID WHERE PROHIBITED**

Membership in the Service is void where prohibited.

## **5. PRIVACY POLICY**

Angie's List has established a privacy policy to explain to You, and other users, how Your personal information is collected and used. This privacy policy is located at <http://www.angieslist.com/privacypolicy.htm>.

## **6. SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL**

Angie's List will charge You a membership fee in order to provide the Service. Your membership fee is the amount You were charged for Your subscription or Plan, not including any promotions or discounts that may have been applied (the "Membership Fee"). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check Your account online or call an Angie's List call center

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representative if You have any questions. You acknowledge that Angie's List reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees for access to the Service may be made either on a monthly or annual basis (except Plus and Premium Plans, which are annual only). Annual Membership Fees may be paid in advance by cash, check, credit card, debit card or PayPal. Monthly Membership Fees and Additional List Fees may only be paid in advance by credit card, debit card or PayPal. **ALL MEMBERSHIP SUBSCRIPTIONS WILL BE AUTOMATICALLY RENEWED UPON THE TERMS SET FORTH BELOW, UNLESS SUCH MEMBERSHIP SUBSCRIPTION IS CANCELLED OR TERMINATED AS PROVIDED BELOW OR UNLESS YOU OPT OUT OF THE AUTOMATIC RENEWAL FEATURE AS PROVIDED BELOW.**

Monthly Payment Subscriptions:

**IF YOU CURRENTLY HAVE OR SELECT A MONTHLY PAYMENT SUBSCRIPTION (E.G., A MONTHLY BASIC PLAN OR EXISTING GRANDFATHERED MONTHLY SUBSCRIPTION), EACH MONTH ANGIE'S LIST WILL AUTOMATICALLY RENEW YOUR MEMBERSHIP ON A MONTH-TO-MONTH BASIS AT THE MEMBERSHIP FEE (AS SUCH MEMBERSHIP FEE MAY BE MODIFIED AS PROVIDED ABOVE) USING THE CREDIT CARD, DEBIT CARD OR OTHER PAYMENT**

**INFORMATION ON FILE WITH ANGIE'S LIST.** Each monthly renewal payment will take place on or about Your expiration date. If the renewal of Your monthly membership fails for any reason, we will attempt to process Your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angie's List). Except as otherwise required by applicable law, You agree that Angie's List will not provide You with any notices prior to each monthly renewal payment.

Annual Payment Subscriptions:

**IF YOU SELECT AN ANNUAL PAYMENT SUBSCRIPTION (E.G., AN ANNUAL BASIC, PLUS, OR PREMIUM PLAN OR EXISTING GRANDFATHERED ANNUAL SUBSCRIPTION), ANGIE'S LIST WILL AUTOMATICALLY RENEW YOUR ANNUAL MEMBERSHIP FOR ONE YEAR AT THE MEMBERSHIP FEE FOR ANNUAL MEMBERSHIPS (AS SUCH MEMBERSHIP FEE MAY BE MODIFIED AS PROVIDED ABOVE) USING THE CREDIT CARD, DEBIT CARD OR OTHER PAYMENT**

**INFORMATION ON FILE WITH ANGIE'S LIST.** Such annual renewal payment will take place on or about Your expiration date. If the renewal of Your annual membership fails for any reason, we will attempt to process Your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angie's List). Except as otherwise required by applicable law, You agree that Angie's List will not provide You with any notices prior to each annual renewal payment.

Additional List Subscription:

If You purchased a subscription other than a Basic, Plus, or Premium Plan, the initial subscription selected by You is considered Your "primary" subscription. You formerly had to option to purchase access



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to additional subscriptions through Your membership by using the Additional List feature located on the Website.

Membership Renewals:

If You received a free offer to access all subscriptions in the Service, Angie's List Health, or Angie's List Classic Car, Angie's List will renew Your membership at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List. All existing memberships will be renewed at the Membership Fee (as such Membership Fee may be modified as provided above) and will include access to all purchased subscriptions unless You otherwise elect to cancel access to a particular subscription in accordance with the provisions set forth below.

If You received a free offer for Your Additional List subscription, Angie's List will provide You notice via email prior to renewing the Additional List at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List.

Upgrading and Downgrading Plans:

If You upgrade Your Plan during the term (e.g., from Plus to Premium), You will be purchasing an additional annual subscription. At the time of the upgrade, Your first subscription shall be upgraded to the new Plan, and You agree to pay for the new Plan at that time. Your second subscription shall begin at the expiration of the first subscription. For the sake of clarity, the fee will be the amount of the new Plan at the time You requested the upgrade.

If You downgrade Your Plan during the term (e.g., from Premium to Plus), You shall receive a refund of the difference between Your current Plan and the new Plan. This applies only to downgrades, not to cancellations.

**CANCELING YOUR SUBSCRIPTION:**

If you decide to cancel Your subscription, in order to avoid renewal, Your cancellation request must be received by no later than 5:00 p.m. Eastern Time on the business day prior to Your scheduled renewal payment date. You may cancel Your subscription by contacting Angie's List by first class certified mail at 1030 E. Washington Street, Indianapolis, IN 46202; by telephone at (866) 623-6088; or by email at [memberservices@angieslist.com](mailto:memberservices@angieslist.com).

Angie's List Magazine Subscription Fee:

Monthly and annual memberships include a subscription to the Angie's List monthly magazine, where applicable. A portion of Your Membership Fee (\$6.50 per year, prorated for monthly memberships) will be applied towards Your subscription to the magazine. The magazine subscription fee is not deductible from Your Membership Fee.

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Authorization to Update Credit Card Account Information; Account Updater;

If the credit card or debit card provided by You to Angie's List has expired during an attempt to renew Membership Fees pursuant to this Section, You authorize Angie's List to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to You, Angie's List contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that Your paid Services do not lapse because the credit card or debit card information initially on file with Angie's List has expired or changed ("Account Updater"). By registering for the Service and receiving a membership, You consent to and authorize Angie's List's disclosure of Your credit or debit card information to Account Updater. You further consent to the third party's use of such information solely in connection with Account Updater. You also consent to Angie's List receipt and use of updated credit card or debit card account information from Your financial institution in connection with the provision of the Service as provided in this Agreement and the privacy policy.

**7. INCENTIVES**

Angie's List may, from time to time and in its sole discretion, offer certain products or services as incentives ("Incentives") to select one of the Membership Plans (e.g., a free Android tablet for members who select the Premium Plan). Angie's List is neither the seller nor manufacturer of the Incentives and disclaims any and all liability and warranties of any kind relating to the Incentives, the use of the Incentives, and the tax implications of receiving the Incentives. You agree that You shall not bring any action against Angie's List relating in any way to the Incentives. In the event that an Incentive is lost, does not operate properly, or is otherwise incorrect, unfit, or unusable in any way, You agree that Angie's List has no responsibility for replacing the Incentive.

**8. ACCOUNT SECURITY**

Angie's List will assign You a user ID and a password when You register. Your user ID and password may only be used by You and the members of Your household (meaning anyone who currently shares with You the address You registered with Angie's List). You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

**9. LIMITED LICENSE TO WEBSITE AND MAGAZINE**

By agreeing to the terms and conditions of this Agreement, Angie's List grants You a limited license to access and use the reviews and ratings offered by the Service for Your personal purchase decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other non-personal purpose the reviews and ratings and any content, without the express written consent of Angie's List.

**10. SUBMISSIONS OF REVIEWS**

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In order for You to submit Your own reviews and ratings on the Website and in the Magazine, You acknowledge and agree that:

- (A) all of Your reviews and ratings will either be based upon: (i) Your actual first-hand experiences with the Service Providers You are reviewing; or (ii) as provided under Section 14 (Service Providers) below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby You have the legal authority to disclose such health information and experience of such individual;
- (B) all of Your reviews and ratings of the Service Providers that You are rating will be accurate, truthful and complete in all respects;
- (C) You do not work for, own any interest in, or serve on the board of directors of, any of the Service Providers for which You submit reviews and ratings;
- (D) You do not work for, own any interest in or serve on the board of directors of any competitors of the Service Providers for which You submit reviews and ratings;
- (E) You are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Service Provider is an individual) to any of the Service Providers for which You submit reviews or ratings; and
- (F) Your name and review information will be made available to the Service Providers on which You review.

## 11. COMPLAINT RESOLUTION PROCESS

If You have a dispute with a Service Provider and an active, qualifying Plan, You may request Angie's List's assistance in communicating with that Service Provider about Your desired resolution (the "Complaint Resolution Process" or the "CRP").

You may request to participate in the CRP through our Website or by contacting a member care representative. You then will be requested to complete and return to Angie's List certain documentation relating to Your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable timeframe.

If the Service Provider agrees to Your desired resolution or supplies a counteroffer that You find acceptable, the case is considered resolved, Your review regarding the Service Provider will be removed, and You will have the opportunity to submit updated feedback about Your experience. If the Service Provider responds but does not resolve the matter as described above, Your feedback shall remain unchanged.

Your participation in the CRP is at Angie's List's sole discretion. We reserve the right to reject Your request to participate for any reason. By participating in the CRP, You consent to have Your complaint



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and a story about the circumstances relating to the CRP published in our monthly magazine and online publications. For complaints involving health care providers, we may ask You to sign a HIPAA (Health Insurance Portability and Accountability Act) waiver to allow the Service Provider to discuss the issue with us.

The CRP is not a legal forum and Angie's List does not, at any time, become a party to Your dispute with the Service Provider. Angie's List is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Service Provider, Angie's List encourages You to consult with an attorney. Angie's List does not guarantee that Your participation in the CRP will result in a satisfactory outcome or Your desired resolution. You agree that, by offering the CRP, Angie's List does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under Sections 14 (Service Providers), 24 (Warranty Disclaimer), and 25 (Limitation of Liability).

## **12. CONTENT LICENSE**

Although Angie's List does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the "Content"), by providing Content for the Website and the Magazine, You automatically grant, and You represent and warrant that You have the right to grant, to Angie's List an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Angie's List with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website or in the Magazine by any other party.

## **13. PUBLICATION AND DISTRIBUTION OF CONTENT**

Angie's List does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Angie's List simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content ("Service Provider Content"). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that Angie's List does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that Angie's List has no obligation to screen, preview, monitor or approve any

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Content or Service Provider Content, or Content posted or submitted by any other Angie's List member or any Service Provider. However, Angie's List reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will Angie's List be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against Angie's List relating to Content or Service Provider Content, and release Angie's List from any and all liability for or relating to any Content or Service Provider Content.

#### **14. SERVICE PROVIDERS**

Angie's List does not endorse and is not responsible or liable for any Content, Service Provider Content, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers (which includes, but is not limited to, health care and wellness providers). You agree that should You use or rely on such Content, Service Provider Content, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider (which includes, but is not limited to, health care and wellness providers), Angie's List is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider (which includes, but is not limited to, health care and wellness providers) exclusively and do not involve Angie's List. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Service Providers (which includes, but is not limited to, health care and wellness providers).

You agree that Angie's List is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them, waive the right to bring or assert any claim against Angie's List relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release Angie's List from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers).

Angie's List may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, Angie's LIST DOES NOT

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WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 24 (WARRANTY DISCLAIMER), OR SECTION 25 (LIMITATION OF LIABILITY).

## 15. HEALTH RELATED PROVIDERS

The contents of the Angie's List Website, such as text, graphics, images, information obtained from Angie's List's, and other material contained on the Angie's List Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the Angie's List Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. Angie's List does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. Angie's List is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by Angie's List, Angie's List employees, others appearing on the Website at the invitation of Angie's List, or other visitors to the Website is solely at Your own risk.

The Website may contain health-related materials that are sexually explicit. If You find these materials offensive, You may not want to use our Website.

You should be aware that if You post any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. Angie's List is not liable for any such Service Provider Content. Please see Section 13 (Publication and Distribution of Content) above for more information about Angie's List's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither Angie's List, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to this Website and it may be used for purposes that are unintended by You or Angie's List.

## 16. YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

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- (A) are above the age of eighteen (18);
- (B) will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
- (C) will not submit any reviews that may be considered by Angie's List to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
- (D) will submit thorough and thoughtful reviews of the Service Providers You review (for example, submitting a review describing a service contractor as "He/She is great." without additional commentary is not a thorough and thoughtful review);
- (E) will not submit reviews that comment on other users or the reviews of other users;
- (F) will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Angie's List, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
- (G) will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
- (H) will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
- (I) will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- (J) will not take any action that would undermine the review and rating process under the Service;
- (K) will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
- (L) will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- (M) will not use the Service in any way that could interfere with the rights of Angie's List or the rights of other users of the Service;
- (N) have sufficient rights in and to all Content that You provide, transmit or otherwise convey to Angie's List in connection with the Service;
- (O) agree not to re-sell or assign Your rights or obligations under this Agreement;
- (P) will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;



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(Q) will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of Angie's List, which consent may be withheld by Angie's List in our discretion;

(R) grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;

(S) agree not to create an account or use Angie's List services if Your account previously has been terminated by Angie's List or if You previously have been banned from using the services; and

(T) agree not to: (i) register for more than one account or register for an account on behalf of an individual other than yourself; (ii) impersonate any person or entity, including, but not limited to, Angie's List personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews and ratings that You provide do not reflect the views of Angie's List, its officers, managers, owners, employees, agents, designees or other users. In addition, Angie's List retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. Angie's List may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, Angie's List may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

## 17. DISCLOSURE OF INFORMATION

As Angie's List continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

## 18. TERM AND TERMINATION

The initial term of this Agreement will be defined in Your membership Plan, and will continue for automatic subscription renewals thereafter until termination by either party in accordance with the terms of this Agreement.

Angie's List may, for any reason in its sole discretion, immediately terminate this Agreement, Your account and Your access to the Service. If Angie's List merely terminates Your account for its convenience and You are not in breach of this Agreement, Angie's List will refund Your membership fees



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on a pro rata basis from the date of such termination to the end of the then current term.

Termination of Your account will include removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.

#### **19. MODIFICATION OF TERMS AND CONDITIONS**

Angie's List will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website ([www.angieslist.com](http://www.angieslist.com)). You will receive notice if modifications to the Agreement are made. Angie's List will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

#### **20. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE**

Angie's List reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that Angie's List will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that Angie's List may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which You may access the Service in a given period of time. You agree that Angie's List has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. You agree that Angie's List has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### **21. DELAYS**

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Angie's List is not responsible for any delays, failures or other damage resulting from such problems.

#### **22. USER FEEDBACK**

Angie's List appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Service, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us

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creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of Angie's List. In addition, none of the Submissions will be subject to any obligations of confidentiality and Angie's List will not be liable for any future use or disclosure of such Submissions.

### **23. COPYRIGHT MATERIALS**

Aside from user-submitted Content and Service Provider Content, all other materials and other information on the Website and the Magazine, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the exclusive property of Angie's List and/or its licensors and are protected by all United States and international copyright laws.

### **24. WARRANTY DISCLAIMER**

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT ANGIE'S LIST ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. ANGIE'S LIST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR ANGIE'S LIST COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

### **25. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANGIE'S LIST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST OR THE FAILURE OF ANGIE'S LIST TO PROVIDE THE SERVICE

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UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website or in the Magazine represents a substantial portion of the value You receive from Your Angie's List's membership fee. THEREFORE, TO THE EXTENT ANGIE'S LIST IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, ANGIE'S LIST'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF MEMBERSHIP FEES (IF MEMBERSHIP FEES ARE PAID ON AN OTHER THAN MONTHLY BASIS IT WILL BE THE PRORATED VALUE OF MEMBERSHIP FEES OVER A ONE (1) MONTH PERIOD).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANGIE'S LIST CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO ANGIE'S LIST THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR ANGIE'S LIST, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF ANGIE'S LIST TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF ANGIE'S LIST TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT ANGIE'S LIST SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

## **26. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Angie's List, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to Angie's List or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any

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rights of another or harm You may have caused to another. Angie's List will have sole control of the defense of any such damage or claim.

## **27. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES**

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Angie's List to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which You accept as reasonable estimates of Angie's List's damages for the specified breaches of this Agreement:

**(A)** If You post Content in violation of this Agreement, You agree to promptly pay Angie's List One Thousand Dollars (\$1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.

**(B)** If You display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay One Thousand Dollars (\$1,000) for each item of Content displayed, copied, duplicated, reproduced, sold, re-sold or exploited in violation of this Agreement

**(C)** If You use computer programming routines that are intended to aggregate records or reviews from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by You.

**(d)** Except as set forth in the foregoing subsections (a) through (c), inclusive, You agree to pay the actual damages suffered by Angie's List, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

## **28. NOTICE**

You agree that Angie's List may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting the notices on the Website. All notices to Angie's List will be provided by either sending: (i) an email to [memberservices@angieslist.com](mailto:memberservices@angieslist.com); or (ii) a letter, first class certified mail, to Angie's List, 1030 East Washington, Indianapolis, Indiana 46202, Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), Angie's List will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:



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Angie's List, Inc.

1030 E. Washington St.

Indianapolis, IN 46202

Attn: Evan Hock

Email: [copyrightagent@angieslist.com](mailto:copyrightagent@angieslist.com)

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please report Your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- i. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
- v. a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
- vi. a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Angie's List will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

## **29. ENTIRE AGREEMENT**

This Agreement governs Your use of the Service and constitutes the entire agreement between You and Angie's List. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and Angie's List regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to Angie's List under this Agreement.

## **30. GOVERNING LAW**

This Agreement and the relationship between You and Angie's List will be governed by the laws of the



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State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Marion County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Angie's List may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

### **31. PROVISIONS REMAINING IN EFFECT**

In the event Your membership with Angie's List is terminated or lapses or You are no longer a user of Angie's List, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 12, 14, 15, 17 and 23 through 31.

### **32. MISCELLANEOUS**

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Angie's List's rights if Angie's List fails to enforce any of the terms or conditions of this Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and Angie's List agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and Angie's List as a result of this Agreement or use of the Service. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

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